

# **Exhibit A**

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**TRANSUNION  
MASTER AGREEMENT  
FOR CONSUMER REPORTING  
AND ANCILLARY SERVICES**

This Agreement ("Agreement") is made and entered into as of the Effective Date as defined below, by and between Trans Union LLC ("TransUnion" or "TU") with its principal place of business at 555 West Adams, Chicago, Illinois 60661, and T-Mobile USA, Inc., with its principal place of business at 12920 SE 38th Street, Bellevue, WA 98006 ("T-Mobile" or "Subscriber") In consideration of the promises and mutual covenants hereinafter set forth, TransUnion and Subscriber hereto agree as follows

- 1 Scope of Agreement.** This Agreement applies to any of those information services which Subscriber may desire to receive from TransUnion and which TransUnion offers to Subscriber. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information."

Subscriber enters into this Agreement on behalf of itself and its affiliates under common ownership and control, as identified on Exhibit A hereto ("Affiliates"), which Exhibit A may be amended by Subscriber from time to time upon written notice to TransUnion, all of which are referred to collectively as Subscriber.

This Agreement consists of the general terms and conditions set forth in the body of this Agreement ("General Terms") and several exhibits, including Exhibit A ("Affiliates"), Exhibit B ("Confidentiality Agreement for TransUnion Information"), Exhibit C ("Security Requirements Schedule for T-Mobile Information"), Exhibit D ("Pricing"), Exhibit E ("Subscriber Custom Model"), Exhibit F ("Custom Characteristics"), Exhibit G ("TU Standard Characteristics"), Exhibit H ("Subscriber Application Data"), and, Exhibit I ("Fees for Subscriber Custom Model Installation/Characteristics Services"). In the event of a conflict between a provision of the General Terms and any provision of any Exhibit, the provisions of the General Terms will govern to the extent of such conflict.

- 1.1 Effective Date.** This Agreement becomes effective as of August 26, 2008.

- 2. Subscriber's business.** Subscriber certifies that the nature of Subscriber's business is **(CHECK ONE)**

- |                                                               |                                                               |
|---------------------------------------------------------------|---------------------------------------------------------------|
| a <input type="checkbox"/> Bank                               | j <input type="checkbox"/> Private Investigation              |
| b <input type="checkbox"/> Credit Union                       | k <input type="checkbox"/> Detective Agency                   |
| c <input type="checkbox"/> Auto Dealership                    | l <input type="checkbox"/> Security                           |
| d <input type="checkbox"/> Brokerage House/Investment Company | m <input type="checkbox"/> Other Investigation                |
| e <input type="checkbox"/> Finance Company                    | n <input type="checkbox"/> Attorney or Law Firm               |
| f <input type="checkbox"/> Mortgage Broker                    | o <input type="checkbox"/> Insurance                          |
| g <input type="checkbox"/> Collection Agency                  | p <input type="checkbox"/> Government Agency- Law Enforcement |
| h <input type="checkbox"/> Health Care                        | q <input type="checkbox"/> Government Agency - Other          |
| i <input type="checkbox"/> Retail                             | r <input checked="" type="checkbox"/> Other Communications    |

**3. Consumer Reporting Services**

- 3.1 Consumer Report Information.** TransUnion makes certain consumer report information services from its consumer reporting database ("Consumer Report Information") available to its customers, including Subscriber, who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including, without limitation, all amendments thereto ("FCRA").
- 3.2 FCRA Penalties.** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETEXTS SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- 3.3 Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information solely for Subscriber's exclusive one-time use and use such information solely for the permissible purpose(s) that are indicated by Subscriber below in Sections 3.4 - 3.7, and for no other purpose, subject however, to the additional restrictions set forth herein. Moreover, if requested by TransUnion, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests, in addition

to the blanket certification set forth herein. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time to Subscriber by TransUnion. Notwithstanding the foregoing, TransUnion agrees that, in the event TransUnion requests that Subscriber individually certify for any request of Consumer Report Information, Subscriber shall be permitted, at Subscriber's sole option, to terminate this Agreement, including all applicable Exhibits hereto, without penalty to Subscriber. Such termination shall not relieve Subscriber of fees incurred prior to such termination.

**3.4 Consumer Report Information - Permissible Purpose(s) (CHECK ALL APPLICABLE)**

☒ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.

☐ In connection with the underwriting of insurance involving the consumer.

☒ Pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject's name, address, Social Security number (where available) and signature. Subscriber further agrees to retain copies of all such written authorizations for a minimum of thirty (30) months from the date of inquiry, and make such authorizations available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase consumer reports for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party.

☐ For employment purposes, in which case Subscriber shall request only a TransUnion service expressly designed for employment purposes ("Employment Report"). Subscriber further certifies that it shall not request an Employment Report unless:

- A. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report Information is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes,
- B. The consumer has authorized in writing the procurement of the Employment Report,
- C. Information from the Employment Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation,
- D. The Employment Report will only be used once, and
- E. Before taking adverse action in whole or in part based on the Employment Report, Subscriber shall provide the consumer with a copy of the Employment Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the FTC which form notice shall be supplied to Subscriber by TransUnion either with the report or one time in print format, and Subscriber agrees to duplicate it and provide it to the consumer as required hereunder.

☐ To use the information as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation,

☒ To use the information in connection with Subscriber's legitimate business need for the information in connection with a business transaction that is initiated by a consumer,

☒ To use the information in connection with Subscriber's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account,

**(The following certifications are available for use by Government Agencies only, CHECK ONE)**

☐ To use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status,

☐ Subscriber is the head of a state or local child support enforcement agency (or state or local government official authorized by the head of such an agency), and on each request the Subscriber certifies that:

- A. The consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments,
- B. The paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws),

- C The Subscriber has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested, and
- D The consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A) above, and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose

Subscriber is an agency administering a state plan under Section 454 of the Social Security Act (42 U S C 654) and will use the information to set an initial or modified child support award

- 3 4 1 For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA
- 3 5 Account Review/Account Monitoring Certification In the event that Subscriber requests Consumer Report Information for account review or monitoring purposes, whether batch or on-line, Subscriber shall make such requests solely for review or monitoring of Subscriber's own open accounts and/or closed accounts with balances owing, and for no other purpose. Subscriber shall notify TransUnion in a mutually acceptable format of the review or monitoring methods and criteria desired, and of any desired changes to or deletion of any individual monitoring set, and shall delete individual monitoring sets on any consumers if Subscriber ceases to have a permissible purpose to receive consumer data on such consumers. When Subscriber requests information as a potential investor or servicer, or current insurer, in connection with a valuation of or an assessment of the credit or prepayment risks associated with, an existing credit obligation (valuation account reviews), Subscriber shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to TransUnion
- 3 6 Prescreening Certifications Provided that Subscriber meets all TransUnion reporting requirements for prescreening customers as may be established from time to time, upon request by Subscriber, TransUnion agrees to extract names from TransUnion's central computer file of credit information, or to screen names of individuals contained on a base list mutually acceptable to TransUnion and Subscriber in accordance with selection criteria as specified by Subscriber and acceptable to TransUnion ("Prescreen Services"). Prescreen Services may include scores, attributes and/or other appends as mutually agreed. Each such request for prescreened names, including, but not limited to, such criteria associated with each such request, is hereby incorporated into this Agreement by reference
- 3 6 1 Format and Delivery TransUnion shall supply, and deliver to Subscriber, such Prescreen Services in the form of prescreened lists ("Prescreened Lists"), in a mutually agreed upon format. TransUnion will be responsible for the computer programming of the selection criteria specified by Subscriber
- 3 6 2 Third Party Processors In the event Subscriber notifies TransUnion in writing that Subscriber intends to have performed further processing of such Prescreened List to further refine the selection, TransUnion shall deliver such Prescreened List to Subscriber's designated third party processor ("Processor"), provided, such Processor has been approved by TransUnion and has executed an agreement for processing with TransUnion. Subscriber shall so notify TransUnion in writing in conjunction with each screening request as to whether Subscriber intends to so utilize Processor. Subscriber certifies that neither the criteria used to select the names nor the tape layout description of the attributes will be disclosed by Subscriber to Processor. Subscriber certifies that it will not request or receive from Processor any names of consumers other than those to which a firm offer of credit or insurance will be made. Moreover, Subscriber shall require that Processor provides to TransUnion in a mutually agreed upon format a clearly labeled magnetic tape identifying all consumers on such refined Prescreened List so that TransUnion can post inquiries to its files on such consumers as required by law. Subscriber shall require that Processor provide such tape to TransUnion upon completion of such further processing but in no event later than seventy-five (75) days after Processor's receipt of the media from TransUnion
- 3 6 3 Subscriber Solicitation and Use of the Prescreened Lists Except as otherwise mutually agreed, Subscriber will be responsible for preparation of solicitation materials and all other communications to be made with respect to prescreened individuals. Subscriber hereby certifies that it will extend a firm offer of credit or insurance to each and every individual named on the Prescreened List, or Processor-refined Prescreened List and that the offer will not be withdrawn or withheld after the offer is made, except as permitted by the FCRA. Subscriber further agrees to make available to TransUnion upon request a sample or draft of the mail piece or telemarketing script in which the firm offer will be made, and TransUnion may refuse to provide Prescreened Lists if TransUnion has a good faith belief that the proposed offer is not a firm offer of credit or insurance. Notwithstanding this right to review the mail piece or script, however, TransUnion shall have no liability for failure of such mail piece or script to comply with applicable law, including but not limited to the FCRA

364 One Time Use All information received from Prescreened Services is for Subscriber's exclusive one-time use. Such information shall not be revealed or made available, in whole or in part, to any person except employees of Subscriber or Processor who have a need to know. In no event shall the Prescreened Services be used for the processing of credit applications or underwriting insurance in the normal course of business. Except solely to the extent necessary to utilize such Prescreened Lists pursuant to the terms and conditions of this Agreement, Subscriber shall not copy the Prescreened Lists or any portion thereof, without TransUnion's prior written consent, nor grant any other person or entity the right to do so. Moreover, Subscriber is not granted any ownership rights or title to the Prescreened Lists nor to any information contained in any and all such Prescreened Lists.

37 Instant Decision Processing TransUnion offers a suite of automated instant credit decision processing that determines whether a consumer qualifies for requested credit products or utility service made available subject to the permissible certifications in Section 34 above, reviews existing customers for possible action on an account made available subject to Section 35 above, and performs a prescreen of an individual's consumer credit file against pre-determined credit criteria made available subject to Section 36 ("Instant Decision Processing"). When Subscriber desires to receive any of the foregoing services, the delivery specifications and decision criteria shall be set forth in a separate written schedule or exhibit to be attached thereto.

371 TransUnion has developed a service that allows its Instant Decision Processing customers to retrieve, through the Internet, the instant decision screen and Consumer Report Information, if applicable generated as a result of a previously processed instant credit decision transaction ("Previous Instant Credit Decision"), and Subscriber desires to utilize Previous Instant Credit Decision in conjunction with those instant credit decision transactions which Subscriber receives.

TransUnion agrees to make Previous Instant Credit Decision available to Subscriber. For each individual instant credit decision transaction requested by Subscriber, the Previous Instant Credit Decision which was originally delivered to Subscriber will be available to Subscriber for a period of thirty five (35) days from such instant credit decision transaction. Subscriber hereby represents and warrants that, for each individual instant credit decision transaction for which Subscriber utilized Previous Instant Credit Decision, Subscriber shall use Previous Instant Credit Decision solely (a) for the specific permissible purpose, pursuant to the FCRA, for which Subscriber requested such individual instant credit decision transaction, and (b) solely in conjunction with such particular individual instant credit decision transaction. Subscriber shall not use Previous Instant Credit Decision for any other purpose whatsoever.

38 California Certification If Subscriber is a retailer who uses Consumer Report Information in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then Subscriber shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo identification prior to requesting a Consumer Report Information, and Subscriber shall identify to TransUnion, either by subscriber code or by flag on the affected inquiry, when it requests Consumer Report Information for an in-person credit application.

39 Vermont Certification When Subscriber requests a consumer report on a Vermont resident, Subscriber agrees to comply with Vermont law. Subscriber expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

#### 4 Ancillary Services

41 Fraud Prevention Services TransUnion offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases, to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TransUnion in conjunction with Consumer Report Information or as a stand alone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (a) credit or insurance, or (b) employment, nor for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the fraud prevention services, against any consumer. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this paragraph.

42 Reference Services



- 4 2 1 TransUnion offers a suite of reference services from sources other than its Consumer Reporting Database ("Non-CRD Reference Services"), which it shall make available to Subscriber under the terms of this Agreement. Except as otherwise authorized by TransUnion, in no event shall Subscriber use Non-CRD Reference Services for marketing purposes.
- 4 2 2 TransUnion also offers a suite of reference services from its CRD ("CRD Reference Services"). If Subscriber desires to receive CRD Reference Services, Subscriber hereby certifies that the specific purpose(s) for which the reference services will be requested, obtained and used by Subscriber is one or more of the following uses as each such particular use is described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, as being encompassed by, Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder. Subscriber shall not request, obtain or use such CRD Reference Services for any other purpose.
- ☐ As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer, or
  - ☐ As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with maintaining or servicing the consumer's account with Subscriber and Subscriber is a financial institution, or
  - ☐ With the consent or at the direction of the consumer, or
  - ☐ To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability, or
  - ☐ For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer, or
  - ☐ For use solely in Subscriber's fiduciary or representative capacity on behalf of the consumer.
- 4 2 3 For purposes of this Agreement, the term "Reference Services" shall be deemed to include both Non-CRD Reference Services and CRD Reference Services. Subscriber shall not take any adverse action, which is based in whole or in part on the Reference Services, against any consumer.
- 4 3 Depersonalized Data Services From time to time, Subscriber may desire to obtain depersonalized data (Data Services) identified in a Data Services request form or other mutually agreed upon document signed by an authorized representative of Subscriber ("Data Services Request" or "DSR"). Subscriber represents and warrants that Subscriber shall use any and all Data Services received pursuant to this Agreement solely for one or more of the following purposes:
- A Determination of the validity of an existing risk score model or of certain data attributes when such model or attributes will be used in conjunction with the evaluation of consumer credit information received and used under this Agreement,
  - B Building Subscriber's own consumer credit information-based model which model shall be used solely in conjunction with the evaluation of consumer credit information received and used under this Agreement,
  - C Review and validation of Subscriber's policies relating to credit eligibility or other permissible purpose under the FCRA, which policies Subscriber shall use in conjunction with evaluating consumer credit information received and used under this Agreement, or
  - D Determination of the qualitative value of consumer credit information TransUnion provides under this Agreement.
- 4 3 1 No Other Use Unless otherwise permitted by TransUnion under the applicable Data Services request form or other mutually agreed upon document, to be separately agreed upon as described in this Section 4 3, Subscriber shall not use Data Services for any other purpose and shall take no action as to any individual consumer as the result of the Data Services received under this Agreement.
- 4 4 TransUnion Scores Subscriber may request, in writing, that TransUnion provide Subscriber the TransUnion Scores, in connection with the delivery of a consumer report obtained hereunder. TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use TransUnion Scores only in accordance with its permissible purpose under the FCRA.
- 4 4 1 Adverse Action Factors Subscriber recognizes that factors other than the TransUnion Score may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TransUnion

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may provide score reason codes to Subscriber which are designed to indicate the principal factors that contributed to the TransUnion Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg B.

4.4.2 Confidentiality of TransUnion Scores The TransUnion Score is proprietary to TransUnion and, accordingly, without TransUnion's prior written consent, the TransUnion Score shall not be disclosed to any other third party, except (a) as expressly permitted herein, or (b) unless clearly required by law. Subscriber shall not nor permit any third party to, publicly disseminate any results of the validations or other reports derived from the TransUnion Scores without TransUnion's prior written consent. Moreover, in the event Subscriber intends to provide TransUnion Scores to any agent including, without limitation, a list processor, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement.

4.4.3 TransUnion Score Performance Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services, provided under this Agreement, ("Models") are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as that term is defined in ECOA and Reg B promulgated thereunder. The TransUnion Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

4.5 Third Party Scores and Other Third Party Services TransUnion has the capability to offer scores derived from models built jointly with third parties, and other services provided by third parties, which are subject to additional warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to separate agreement, which shall be appended as an exhibit to this Agreement.

#### 4.6 Professional Services – Model Development and Use

##### 4.6.1 Development of Model

A. From time to time, TransUnion may provide Subscriber with certain professional services (the "Work"). TransUnion shall use commercially reasonable efforts to perform the Work. The Work shall be performed on a Statement of Work basis. All Work performed by TransUnion shall be documented in a separate Statement of Work (an "SOW") signed by authorized representatives of both parties. All SOW's executed by both parties hereto are incorporated herein by reference.

B. Notwithstanding the incorporation of the SOW's, in the event of an inconsistency between any provisions set forth in a SOW and the provisions set forth in this Agreement, the provisions set forth in this Agreement shall govern.

C. Subscriber may, by notice to, and with the concurrence of, TransUnion, make changes within the scope of the Work, including but not limited to revisions of, additions to, or deletions of, portions of any such SOW ("Change Order"). Any Change Order shall be effective only upon a written amendment to the applicable SOW, which has been executed by both parties.

D. Subscriber shall cooperate fully with TransUnion as reasonably necessary for TransUnion to perform its obligations under this Agreement including, without limitation, by Subscriber providing prompt access to Subscriber personnel and technical resources as reasonably requested by TransUnion. Each party will use all reasonable efforts to allocate sufficient resources during the development of the Work in order to comply with the development schedule set forth in any applicable SOW, provided, however, that neither party shall be liable to the other for any failure to meet the dates specified in the schedule, and, provided further, that each party will provide reasonable notice to the other if it will not be able to meet any of the dates set forth in the schedule. Any notification of a delay in the development schedule shall also contain a proposed revised date or dates when the specific task can be expected to be completed, and thereafter the schedule shall be amended in writing as the parties mutually agree.

E The entire right, title and interest in and to the Work and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in TransUnion. The foregoing notwithstanding, in no event shall any Subscriber-owned data provided to TransUnion for the development and/or validation be deemed included within the Work Product.

F In the event Subscriber contributes, to any extent, to the Work Product (other than solely providing Subscriber-owned data), Subscriber hereby automatically assigns to Trans Union at the time of contribution to the creation of such Work Product, without any requirement of further consideration, any right, title, or interest it may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of Trans Union, Subscriber shall take such further actions including, without limitation, execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Moreover, Subscriber shall also cooperate in prosecuting patent applications, infringement actions and other intellectual property enforcement procedures deemed necessary by Trans Union with such directly related reasonable and actual expenses incurred by Subscriber reimbursed by Trans Union.

G Notwithstanding any of the foregoing, Subscriber shall own that portion of the custom model(s) that represent the mathematical functions and the directions, developed based upon TransUnion's analysis of the Basic Records, which govern the weighting applied to the characteristics and the calculating and assigning adverse action codes for the purpose of producing a Score.

H Subject to the requirements of sections 5.1.2, Trans Union, its employees, agents, and Trans Unions contractors shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, programming, and skills, gained or learned during the performance of this Agreement.

I With respect to each SOW, upon full payment of all amounts payable to TransUnion under such SOW, TransUnion hereby grants to Subscriber (a) a perpetual, worldwide, paid-up, non-exclusive license to all deliverables expressly stipulated as "Deliverables" under such SOW (the "Deliverables") for use, by Subscriber or on behalf of Subscriber, within Subscriber's internal business operations, and (b) a perpetual, worldwide, paid-up, limited non-exclusive license to use any and all TransUnion (including any wholly-owned subsidiary of TransUnion to the extent any such subsidiary is engaged as a subcontractor by TransUnion under any such SOW) owned intellectual property rights which are integrated into such Deliverables to the extent necessary for Subscriber to exercise unencumbered, its rights set forth herein to the Deliverables. The aforesaid licenses shall not be deemed to include sublicensing rights or any rights to third party works including, but not limited to, any TransUnion subcontractor (other than such aforementioned wholly-owned TransUnion subsidiaries) intellectual property rights, unless TransUnion explicitly otherwise grants such rights to Subscriber in writing. Moreover, the aforesaid licenses shall not be deemed to allow Subscriber, and Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Deliverables.

J Solely in the event a SOW contains acceptance criteria, unless otherwise provided for in such SOW, at such time as all Deliverables under such SOW are completed, such Deliverables shall be delivered to Subscriber for final review, testing and acceptance of the Deliverables. TransUnion and Subscriber shall memorialize such delivery in a delivery confirmation signed by both parties. Subscriber shall then commence review or testing in accordance with any final acceptance criteria. Unless otherwise mutually agreed upon in writing by the parties, or in the case of a material failure of acceptance criteria and Subscriber's notification of such failure to TransUnion as provided for below, within ten (10) business days after receipt (or re-submission, as provided for below) of the such Deliverables, such Deliverables shall be deemed accepted by Subscriber (herein "Final Acceptance"). In the event any material failure of acceptance criteria fail within said ten (10) business days, Subscriber shall report such failure to TransUnion in reasonable detail to allow TransUnion to determine an appropriate modification or correction. TransUnion shall thereafter use commercially reasonable efforts to correct any material deficiencies or material non-conformities so that the Deliverables shall perform (or conforms, in the case of a code or other documentation review) materially in accordance with the acceptance criteria, and resubmit the Deliverables to Subscriber for re-testing (or re-review) within a time frame set forth in a mutually agreed upon plan for such corrections, and as such plan may be mutually revised. Upon resubmission by TransUnion to Subscriber, Subscriber shall be entitled to a re-test (or review) period in accordance with a time frame set forth in a mutually agreed upon plan for such re-testing (or review), and as such plan may be mutually revised. The foregoing procedure shall repeat until Final Acceptance has occurred.



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462 Post-Model Development Use

A Subscriber may request Model scores be delivered with consumer credit reports. However, in all events in which a Model score is delivered with a consumer credit report, the Model score shall appear on a credit report for Subscriber's convenience only and in no event shall any Model score be deemed part of the consumer credit report. Moreover, a Model score does not add to the information in the consumer credit report on which the Model Score is based.

B Subscriber recognizes that factors other than Model scores must be considered in making a credit decision including, but not limited to, the credit report, the individual account history, and economic factors. Moreover, the Model score is proprietary, may not be used as a reason for adverse action under Regulation B of the Equal Credit Opportunity Act and, accordingly, shall not be disclosed to credit applicants.

C Subscriber warrants that it will use the Model score in compliance with all applicable legislation, regulations and judicial actions, as now or as may become effective, including but not limited to the FCRA including, without limitation, all amendments thereto.

463 Payments Subscriber shall pay TransUnion in accordance with each SOW including the costs, rates or other such amounts set forth therein. Except in the event the fee amount set forth in the applicable SOW is expressly identified as a "fixed fee", Subscriber shall also reimburse TransUnion for actual and reasonable out-of-pocket expenses incurred in performance of the Work. All amounts set forth in each SOW are exclusive of taxes and Subscriber shall be responsible for payment of all taxes, duties or charges of any kind imposed by any federal, state, or local governmental entity for products and services provided under this Agreement. However, Subscriber shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the net income of TransUnion.

47 Professional Services – Subscriber Custom Model Installation/Characteristics471 Subscriber Custom Model

A In the event Subscriber has developed, or has a license to use, one or more unique and proprietary statistical credit scoring model(s), usable on Trans Union's computerized consumer credit information reporting system ("Consumer Information System"), which evaluates certain factors in consumer credit reports, as identified and described in Exhibit E incorporated herein and attached hereto, with each such Exhibit E being numbered sequentially for each separate Subscriber Custom Model ("Subscriber Custom Model"), Subscriber shall provide to TransUnion written specifications for the Subscriber Custom Model ("Subscriber Custom Model Specifications") as the parties mutually agree are necessary to enable Trans Union to complete the programming required to install the Subscriber Custom Model on the Consumer Information System.

B Prior to Trans Union's installation of the Subscriber Custom Model on the Consumer Information System, Subscriber shall conduct one (1) or more audits (as mutually agreed upon in writing by the parties) for purpose of determining if the Subscriber Custom Model when implemented by Trans Union produces Subscriber's expected results for a given set of development data ("Audit"). In the event any discrepancies are discovered by the Audit(s), Subscriber shall, at Subscriber's expense, provide, at a minimum, one (1) qualified Subscriber employee to assist Trans Union in resolving any and all such discrepancies.

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A Upon satisfactory completion and testing of the Subscriber Custom Model, Subscriber may obtain from TransUnion scores generated using the Subscriber Custom Model via a TransUnion-authorized delivery mode (i.e., on-line, prescreen or portfolio review) (the "Delivery Mode").

B In the event Subscriber develops a set of characteristics from consumer credit information which evaluate certain factors in consumer credit reports ("Custom Characteristics") and provides to TransUnion specifications to create and deliver such Custom Characteristics ("CC Specifications") to Subscriber, Subscriber may request that TransUnion provide to Subscriber, either apart from or in conjunction with consumer credit reports (obtained by Subscriber pursuant to this Agreement), such Custom Characteristics via the Delivery Mode. Such Custom Characteristics shall be as set forth and described in an "Exhibit F" and attached hereto and incorporated herein, with each such Exhibit F being numbered sequentially (i.e. F1, F2, F3) for each separate set of Custom Characteristics. Such Model Specifications and such CC Specifications shall hereinafter be referred to individually and collectively as "Specifications."

C TransUnion has developed a list of standard characteristics from its database of consumer credit information which evaluate certain factors in consumer credit reports ("TU Standard Characteristics").

Subscriber may request that TransUnion provide to Subscriber either apart from or in conjunction with consumer credit reports (obtained by Subscriber pursuant to this Agreement), TU Standard Characteristics via the Delivery Mode. Such TU Standard Characteristics are those set forth in Exhibit G, attached hereto and incorporated herein.

D. In the event Subscriber has entered into one or more agreements with TransUnion for the delivery to Subscriber of one or more generic scores via the Delivery Mode, for the duration that such generic score agreements are in effect, Subscriber may also obtain from TransUnion such scores in conjunction with such TU Standard Characteristics, Custom Characteristics, scores generated from the Subscriber Custom Model(s), or any combination thereof, via the Delivery Mode. Such agreement(s) for generic scores shall govern Subscriber's rights and obligations with respect to the products and services including, without limitation, the generic models obtained under such agreements and nothing in this Agreement shall be deemed to amend or otherwise revise such agreements which remain in full force and effect.

E. In the event, Subscriber provides to TransUnion any application data (e.g., income, time on the job) to be used for a particular Subscriber Custom Model request, upon fulfillment of such request to Subscriber, TransUnion shall immediately destroy such application data, provided however, that TransUnion may retain such application data, as the same exists on TransUnion's system journals, solely for auditing purposes and solely for a period of time consistent with the TransUnion's system journal retention practices. Such application data shall be as set forth in an "Exhibit H" and attached hereto and incorporated herein, with each such Exhibit H being numbered sequentially (i.e. H1, H2, H3) for each separate set of Subscriber Application Data.

F. Subscriber recognizes and understands that factors other than the scores derived from the Subscriber Custom Model and/or generic model, as applicable the Custom Characteristics and/or TU Standard Characteristics may be considered in making a credit decision, including the credit report, the individual credit application, and economic factors.

G. Subscriber shall ensure that the Subscriber Custom Model provides up to four (4) codes designed to indicate the principal factors that contributed to the Subscriber Custom Model score. Subscriber shall provide all such codes, returned to Subscriber by TransUnion as a result of a Subscriber Custom Model score request, to the affected consumer in the event an adverse action (e.g., denial of credit) is taken against such consumer.

H. Subscriber recognizes and understands that services provided under this Agreement to Subscriber which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

I. Subscriber shall not represent or otherwise convey to any consumer nor to any other third party that the Subscriber Custom Model score is a TransUnion score. Moreover, Subscriber shall be solely responsible for providing explanations and other information regarding the Subscriber Custom Model (including, without limitation, any and all scores derived therefrom) and Custom Characteristics to third parties and in no event shall Subscriber refer or otherwise direct any party including, without limitation, consumers, to TransUnion for such purposes.

#### 473 Ownership of Subscriber Custom Model, Use by TransUnion

A. The entire right, title and interest in and to the Subscriber Custom Model, Custom Characteristics, and Specifications including, without limitation, all copyrights, patents, trade secrets incorporated into or embodied by the Subscriber Custom Model, shall remain vested in Subscriber. The foregoing notwithstanding, as all custom code and custom test reports generated under this Agreement are not platform neutral, but are dependent on the Consumer Information System, the entire right, title and interest in and to all custom code and custom test reports generated by TransUnion under this Agreement shall vest in TransUnion, provided however, Subscriber is hereby granted a limited license, for the duration of this Agreement, to use any and all custom test reports solely for purposes of Subscriber Custom Model validation. Moreover, Subscriber hereby grants TransUnion a limited, nonexclusive, royalty-free license in and to the Subscriber Custom Model, Custom Characteristics, Specifications, and all other Subscriber intellectual property rights, for all purposes whatsoever which are necessary solely for TransUnion to fulfill its obligations under this Agreement.

B. TransUnion shall not make the Subscriber Custom Model, Custom Characteristics, nor Specifications available in whole or in part in any form whatsoever to any other person apart from TransUnion's officers, employees, agents and contractors (such agents and contractors being under an appropriate written agreement(s) with TransUnion) with a need to know in order to provide services, contemplated by this Agreement, to Subscriber. Upon request, TransUnion shall return the Specifications to Subscriber,

provided however, TransUnion shall have the right to retain one (1) copy of the Specifications for the sole purpose of providing services, contemplated by this Agreement, to Subscriber

4.7.4 Residual Rights of Personnel

A Notwithstanding anything to the contrary contained herein, TransUnion, its employees, agents, and contractors shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, programming, and skills, gained or learned during the performance of this Agreement, so long as it or they acquire and apply such information without any unauthorized use or disclosure of the Subscriber Custom Model, Custom Characteristics, Specifications, or any combination thereof

B Except as provided for in this Agreement, no other rights are granted by Subscriber to Trans Union including, without limitation, any right to use the Subscriber Custom Model for the benefit of any other party, or to use the Subscriber Custom Model for the purpose of developing any other model or product except as may be expressly authorized in writing by Subscriber

4.7.5 Payments With respect to Subscriber Custom Model Installation/Characteristics Services, Subscriber shall pay to Trans Union the fees set forth in an "Exhibit I", and attached hereto and incorporated herein, with each such Exhibit I being numbered sequentially (i.e. I1, I2, I3 ) for each such Service offered by TransUnion

5. Additional Terms and Conditions.

5.1 Confidentiality Subscriber shall hold all Services Information in confidence and shall not disclose the Services to any third party, except as permitted by this Agreement or as required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed, provided however, that, to the extent permitted under applicable law, Subscriber shall provide TransUnion ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph 5.1. However, this restriction shall not prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action. The confidentiality obligations set forth in this paragraph 5.1 shall trump any less stringent confidentiality obligations found elsewhere in this agreement

5.1.1 Confidentiality of TransUnion Information In addition to those restrictions contain in this Agreement, Subscriber agrees to the requirements of Exhibit B relating to the confidentiality of "TransUnion Information" (as defined in Exhibit B). The Work provided hereunder will consist of confidential and proprietary information and technology, and is the trade secret and sole exclusive property of TransUnion and therefore will be deemed to be confidential/proprietary information notwithstanding any failure to mark it so. Notwithstanding anything contained herein to the contrary, the obligations of confidentiality with respect to the Work are perpetual and will survive the expiration or any termination of this Agreement. The restrictions contained in this paragraph shall not apply to that portion of any Custom Models owned by Subscriber pursuant to this Agreement

5.1.2 Confidentiality of T-Mobile Information TransUnion agrees to the requirements of Exhibit C relating to the security requirements for "T-Mobile Information" (as defined in Exhibit C), to the extent that TransUnion stores, processes, transmits, or otherwise discloses T-Mobile Information on behalf of T-Mobile

5.2 Safeguards Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") to (a) insure the security and confidentiality of non-public personal information, (b) protect against anticipated threats or hazards to the security or integrity of non-public personal information, and (c) protect against unauthorized access or use of non-public personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name in combination with a Social Security number, driver's license or Identification Card Number, or account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), is delivered to Subscriber unencrypted, Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure

5.3 Authorized Requests Subscriber shall use the Services (a) solely for the Subscriber's certified use(s), (b) solely for Subscriber's exclusive one-time use, and (c) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any



other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and disclosed by Subscriber to, only by Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Services in accordance with this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

- 5.4 Third Party Intermediaries. In the event Subscriber will utilize third party intermediary (e.g., Internet service provider or other network provider) for the purpose of receiving Services, Subscriber shall ensure it has first entered into an agreement with such third party under which such third party acts solely as a network conduit for the delivery of the Services to Subscriber and which prohibits such third party from using, or otherwise accessing, the Services for any other purpose. Subscriber shall be solely liable for any actions or omissions of such third parties which result in a breach of this Agreement including, but not limited to, any use of the Services in violation of this Agreement.
- 5.5 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement, the entire right, title and interest in and to the Services shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement.
- 5.6 Compliance with Laws. Each party hereto shall, at its own expense, be responsible for compliance with all applicable federal (including, but not limited to the FCRA) and state legislation, regulations and judicial actions, as now or as may become effective, to which that party is subject including any license or permit requirement relating to the provision of or use of the applicable Service under this Agreement.
- 5.7 Fees and Payments. Subscriber agrees to pay the fees and charges, as mutually agreed upon, for Services provided to Subscriber under this Agreement. Such pricing is hereby incorporated into this Agreement by reference to Exhibit D and such other pricing exhibits as the parties may agree upon. Except as otherwise provided in any Schedule or pricing exhibit under this Agreement, any periodic and/or minimum Subscriber fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement. TransUnion reserves the right to change the fees and charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by TransUnion to Subscriber. Subscriber shall also pay all the cost of all media, media shipping, and insurance costs, taxes, duties or charges of any kind imposed by any federal, state, or local governmental entity for Services, Services Information, or both, provided under this Agreement. However, Subscriber shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the gross income of TransUnion.
- 5.7.1 Regulatory Surcharge. In addition, in the event that TransUnion's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to all of TransUnion's customers for similar services, (b) TransUnion will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge, and (c) any surcharge will be applied only to products and services pertaining to consumers in the geographic area affected by the law, ordinance or other regulatory, administrative or governmental ordinance or other regulatory, administrative or governmental act. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.
- 5.7.2 TransUnion shall provide invoices to Subscriber and Subscriber shall pay such undisputed invoices within thirty (30) days of the invoice date. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.
- 5.8 Term, Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the other party. Moreover, without limiting any other remedies to which either party may be entitled if a party, in good faith, determines that the other party has materially breached any of its obligations under this Agreement, such party shall provide written notice to the other party of such determination. The breaching party shall have thirty (30) days to cure any alleged breach, provided that such breach is curable. If the breaching party fails to cure within thirty (30) days of receiving such written notice or if such breach is not curable the non-breaching party shall have the right to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both.
- 5.8.1 The foregoing notwithstanding, TransUnion reserves the right, at TransUnion's sole option, to immediately



suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if TransUnion, in good faith, determines that (a) the requirements of any law, regulations and/or judicial action have not been met, (b) as a result of any new, or changes in existing, laws, regulations, and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met, or that will adversely affect TransUnion's ability to perform the Work, (c) the use of the Services, Custom Model(s), Custom Characteristics, and/or TU Standard Characteristics is the subject of litigation or threatened litigation by any governmental agency, (d) any product, process, or both, including, without limitation, any software, information, data, or other material, as well as any intellectual property rights embodied by any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, TransUnion), and necessary (as reasonably demonstrated by TransUnion) for the provision of the Work to Subscriber is/are enjoined, likely to be enjoined (in TransUnion's intellectual property counsel's written opinion), or the licenses thereto is/are otherwise terminated by the licensing entity, (e) any combination of the foregoing TransUnion will endeavor to provide prior notice of termination hereunder

5 8 2 With the exception of TransUnion's obligation to provide Services or develop Model(s) after the effective date of any such termination and any licenses granted to Subscriber in this Agreement or any applicable SOW, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination. If a fixed fee is payable to TransUnion, then in the event this Agreement is terminated, such fixed fee shall be pro-rated by TransUnion to equal a percentage of the fixed fee which is equal to the percentage of the Work actually completed. Upon any termination (whether of this Agreement or an SOW in its entirety) other than as a result of a material breach by Subscriber, TransUnion shall provide all Deliverables (as defined in any applicable SOW) as they then exist, to Subscriber within ten (10) business days' of TransUnion's receipt of all amounts then payable by Subscriber.

5 8 3 Changes in the performance of TransUnion's obligations under this Agreement necessitated by TransUnion's good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement, provided that, to the extent possible, TransUnion gives notice to Subscriber in advance of such a change.

#### 5 9 Limited Warranties, Indemnification and Limitation of Liability

5 9 1 General Limited Warranty TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty provided that (a) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services, and (b) the Services are able to be re-performed. Notwithstanding the foregoing, TransUnion represents and warrants that any Consumer Report Information provided to Subscriber shall accurately reflect the information relating to the file at the time of the inquiry based upon the input provided by Subscriber. In addition to exercising commercially reasonable efforts to re-perform the Service requested by Subscriber, TransUnion shall be liable to Subscriber for all costs in connection with a breach of said warranty. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS PARAGRAPH. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE (EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.9.1 OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 5.9.1 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

592 Warranties Specific to Model Development

A TransUnion represents and warrants (1) that it has the experience and ability to perform the Work, (2) that it will perform the Work in a professional, workman-like and timely manner consistent with industry standards, (3) that it has the power to enter into and perform this Agreement, and (4) that it has the right to give to Subscriber the rights set forth in this Agreement. TRANSUNION MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE WORK, THE WORK PRODUCT AND ANY AND ALL DELIVERABLES, WITH RESPECT TO LOSS OR CORRUPTION OF DATA LOSS OF, OR DAMAGE TO, EQUIPMENT AND/OR SOFTWARE, SYSTEM RESPONSE TIMES, ACCESS DELAYS OR ACCESS INTERRUPTIONS, NOR COMPUTER VIRUSES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF TRANSUNION IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY. TRANSUNION SHALL WITHIN THIRTY (30) DAYS FROM WRITTEN NOTICE FROM SUBSCRIBER, CORRECT OR RE-PERFORM ANY WORK, AT TRANSUNION'S OWN EXPENSE, WHICH IS NOT IN COMPLIANCE WITH THE FOREGOING WARRANTIES OR, IF APPLICABLE WHICH FAILS ANY MATERIAL ACCEPTANCE CRITERIA (AS PROVIDED FOR IN SECTION 4.6.1(J)) IN THE EVENT SUCH CORRECTION OR RE-PERFORMANCE IS NOT REASONABLY PRACTICABLE IN TRANSUNION'S GOOD FAITH JUDGMENT, THEN TRANSUNION SHALL REIMBURSE SUBSCRIBER AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY SUBSCRIBER TO TRANSUNION FOR THE DEFECTIVE WORK. THE FOREGOING SHALL CONSTITUTE TRANSUNION'S AGGREGATE LIABILITY AND SUBSCRIBER'S SOLE REMEDY WITH RESPECT TO WORK NOT IN CONFORMANCE WITH THE WARRANTIES, SET FORTH ABOVE IN THIS SECTION 5.9.2 OR WHICH FAILS ANY SUCH MATERIAL ACCEPTANCE CRITERIA. HOWEVER, TRANSUNION SHALL NOT BE LIABLE UNDER THE WARRANTIES IN THIS SECTION 5.9.2 TO THE EXTENT THE BREACH ARISES FROM (A) MODIFICATIONS OR ALTERATIONS MADE BY SUBSCRIBER OR A PARTY, OTHER THAN TRANSUNION OR A PARTY AUTHORIZED BY TRANSUNION TO MAKE SUCH MODIFICATIONS AND/OR ALTERATIONS, OR (B) THE COMBINATION, OPERATION, OR USE OF ANY WORK PRODUCT WITH OTHER PRODUCTS OR SERVICES UNANTICIPATED BY THE APPLICABLE SOW, (C) SUBSCRIBER-SUPPLIED MATERIALS OR ITEMS, (D) ANY UNAUTHORIZED USE OF THE WORK PRODUCT WHICH, BUT FOR SUBSCRIBER'S UNAUTHORIZED USE OF THE WORK PRODUCT, SUCH CLAIM FOR BREACH OF WARRANTY WOULD NOT HAVE OCCURRED, OR (E) REQUIRED COMPLIANCE BY TRANSUNION WITH DESIGN DOCUMENTATION OR SPECIFICATIONS ORIGINATING WITH, SPECIFIED BY OR FURNISHED BY SUBSCRIBER.

B Subscriber represents and warrants that (1) it has the authority to enter into and perform under this Agreement, (2) it has the right to give to TransUnion the rights set forth in this Agreement, and (3) it has the right to provide any and all information including, but not limited to, data obtained from third parties and consumer credit information, to TransUnion, and to allow TransUnion to provide the same to TransUnion's subcontractors, for use in performance of the Work.

C In the event the Work set forth in a SOW includes the delivery to Subscriber of non-personally-identifiable information from TransUnion's database of consumer credit information ("Depersonalized Data"), Subscriber represents and warrants that Subscriber shall use any and all such Depersonalized Data solely for the purpose certified to by Subscriber in the applicable SOW. Subscriber represents and warrants that Subscriber shall not use such Depersonalized Data for any other purpose and shall take no action as to any individual consumer as the result of the receipt of such Depersonalized Data.

D In the event the Work set forth in a SOW includes the development of a model and the delivery of scores, generated by the model to Subscriber, with consumer credit reports, Subscriber represents and warrants that Subscriber understands that (a) in all events in which such score is delivered with a consumer credit report, the score may appear on a consumer credit report for Subscriber's convenience only and in no event shall any such score be deemed part of the consumer credit report, (b) such score does not add to the information in the consumer credit report on which the such score is based, and (c) if the specifications so provide, reason codes may be delivered with such score which are designed to indicate the principal factors that contributed to the such score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act and its implementing Regulation ("Reg. B"), however such score, itself, may not be used as the reason for adverse action under Reg. B.

5 9 3 Warranties Specific to Subscriber Custom Model Installation/Characteristics

A TransUnion warrants that once the Subscriber Custom Model has been installed on the Consumer Information System, it will not make any modifications or changes to the Subscriber Custom Model unless instructed, in writing, to do so by Subscriber. Moreover, TransUnion warrants that it will not make any modifications or changes to the Custom Characteristics unless instructed, in writing, to do so by Subscriber. However, TransUnion reserves the right to modify or otherwise change the Consumer Information System, the TU Standard Characteristics, or both.

B As defined in, and in accordance with the requirements of the ECOA and Reg B promulgated thereunder, Subscriber represents and warrants that the Subscriber Custom Model shall not contain or use any prohibited basis and that the Subscriber Custom Model is, and shall remain, an empirically derived demonstrably and statistically sound credit scoring system.

C Subscriber represents and warrants that, to the best of Subscriber's knowledge, the Subscriber Custom Model nor the Custom Characteristics, including, but not limited to, the Specifications, do not infringe any existing third party intellectual property rights including, but not limited to, any third party trademarks, patents and/or copyrights.

D Subscriber warrants that it has the legal right to enter into this Agreement and to give to TransUnion the rights set forth in this Agreement and TransUnion warrants it has the legal right to enter into this Agreement and to give to Subscriber the rights set forth in this Agreement.

E TransUnion makes no warranties of any kind with respect to system response times, access delays nor access interruptions. TransUnion shall have no obligation or liability for, or on account of, any mechanical or other breakdown, malfunction, or defect in computer or other equipment or facilities or computer programs utilized by TransUnion in its performance hereunder, except that TransUnion shall use commercially reasonable efforts to prevent such failure or to correct such failure as promptly as possible.

F Except as provided in section 5 9 1, TransUnion makes no warranties as to the accuracy or completeness of any consumer credit data. Furthermore, TransUnion makes no warranties nor otherwise guarantees the predictive value of the Subscriber Custom Model, Custom Characteristics nor the TU Standard Characteristics as to any particular individual, and does not intend to characterize any individual as to credit worthiness. TransUnion makes no warranties that the Subscriber Custom Model, nor Custom Characteristics, will comply with any federal, state or local law or regulation.

5 9 4 Indemnification Subscriber hereby agrees to save, protect, defend, indemnify, and hold TransUnion, including its Affiliates and their respective officers, directors, employees, agents, successors and assigns (each a "TransUnion Indemnitee(s)") harmless from and against any and all Losses arising out of a claim by a third party against a TransUnion Indemnitee(s) and directly resulting from or alleged to have directly resulted from (i) the gross negligence or intentional misconduct of Subscriber related to this Agreement, (ii) Subscriber's breach of its obligations of confidentiality contained herein, or (iii) any use of the Model Scores by Subscriber.

TransUnion hereby agrees to save, protect, defend, indemnify, and hold Subscriber, including its Affiliates and their respective officers, directors, employees, agents, successors and assigns (each a "Subscriber Indemnitee(s)") harmless from and against any and all Losses arising out of a claim by a third party against a Subscriber Indemnitee(s) and directly resulting from or alleged to have directly resulted from (i) the gross negligence or intentional misconduct of TransUnion, its employees or subcontractors related to this Agreement, or, (ii) TransUnion's breach of its obligations of confidentiality contained herein.

5 9 5 Indemnification for Intellectual Property Infringement TransUnion will defend and indemnify Subscriber against a claim that any Services infringes a United States patent, copyright, trademark or trade secret or other United States intellectual property rights of a third party, provided that (a) Subscriber gives TransUnion prompt written notice of any such claim of which it has knowledge, (b) TransUnion is given full control over the defense of such claim and all related settlement negotiations, (c) such settlement includes a complete, unconditional and irrevocable release of Subscriber from all liability with respect to such claim, and (d) Subscriber provides TransUnion with the assistance, information and authority necessary to perform TransUnion's obligations under this paragraph. Reasonable out-of-pocket expenses incurred by Subscriber in providing such assistance will be reimbursed by TransUnion.

If any such claim of infringement has occurred or in TransUnion's opinion is likely to occur, then TransUnion may, at their option and expense, (a) use commercially reasonable efforts to procure for Subscriber the right to use the infringing Services, (b) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim or (c) if the foregoing, in TransUnion's reasonable determination, is not practicable, TransUnion shall so notify Subscriber of such determination.



and Subscriber shall have the right to immediately terminate this Agreement. TransUnion shall have no obligation under this Section to indemnify or defend Company against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from (a) other material which is combined with or incorporated into the Services, (b) any substantial changes or alterations to the information provided as part of the Services by Subscriber, or (c) any misuse or unauthorized use of the Services which, but for Subscriber's misuse or unauthorized use of the Services, such claim would not have occurred. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF TRANSUNION AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY SUBSCRIBER RELATING TO THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT**

596 Indemnification for Subscriber Custom Model Installation/Characteristics With respect to the Subscriber Custom Model and Custom Characteristics, Subscriber, at its own expense, shall protect, defend, hold harmless, and indemnify TransUnion, its successors and assigns, and shall pay any damages, agreed upon settlement amounts, and necessary costs (including, but not limited to fines and attorneys' fees) finally awarded with respect to all proceedings or claims against it or them for the infringement of any third party intellectual property rights including, but not limited to, any trademarks, copyrights and/or patents, solely to the extent of any such claim of infringement. The defense against any such proceedings or claims shall be conducted and controlled by Subscriber, at its own expense, but TransUnion may have counsel present at TransUnion's expense. To the extent practicable TransUnion shall provide Subscriber with all necessary assistance and information to perform the above. The foregoing notwithstanding, with respect to each individual proceeding or claim, Subscriber shall not have any liability hereunder (1) to the extent such claim results from TransUnion's modification of the Subscriber Custom Model, Custom Characteristics, or both, other than in accordance with the Specifications or as otherwise directed by Subscriber, or (2) in the event TransUnion fails to provide notice to Subscriber within thirty (30) days of TransUnion acquiring actual knowledge of such proceeding or claim. **THE ABOVE IS SUBSCRIBER'S ENTIRE OBLIGATION TO TRANS UNION REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT RELATING TO SUBSCRIBER CUSTOM MODEL INSTALLATION/CHARACTERISTICS**

Moreover, with respect to, and to the extent of, any claim that the Subscriber Custom Model, the Custom Characteristics, or both, is/are discriminatory or violates any law Subscriber, at its own expense, shall protect, defend, hold harmless, and indemnify TransUnion, its successors and assigns, and shall pay any damages, agreed upon settlement amounts, and necessary costs (including, but not limited to, fines and attorneys' fees) finally awarded with respect to all such claims and resulting proceedings against it or them.

597 Indemnification Procedure Upon becoming aware of any circumstance or legal action subject to indemnification under this Agreement ("Claim"), the party seeking indemnification ("Indemnified Party"), must give prompt written notice of the Claim to the other party ("Indemnifying Party"). The notice must include a copy of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party will, at its option, settle or defend the Claim at its sole expense and with its counsel. The Indemnified Party will cooperate in all reasonable respects with Indemnifying Party and its attorneys in the investigation, trial, and defense of the Claim and any appeal, provided, however, that the Indemnified Party may, at its own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such claim and any appeal arising therefrom. No settlement of a Claim will be entered into without the consent of Indemnified Party, which consent will not be unreasonably withheld or delayed. If the Indemnifying Party fails to (i) notify the Indemnified Party of the Indemnifying Party's intent to take any action within thirty (30) days after receipt of a notice of a Claim or (ii) proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all damages incurred by the Indemnified Party in defending or settling the Claim pursuant to its original indemnification obligations stated in this section 5.9. Neither party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim and fails to provide reasonable cooperation and information to defend or settle the Claim, but only if and only to the extent that, the failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

5.9.8 Limitation of Liability. **TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR NEGLIGENT VIOLATIONS OF THIS AGREEMENT BY TRANSUNION SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. SUBSCRIBER'S SOLE**



LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR NEGLIGENT VIOLATIONS OF THIS AGREEMENT BY SUBSCRIBER SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S INTENTIONAL OR CRIMINAL MISCONDUCT OR WILLFUL VIOLATION OF THIS AGREEMENT OR BREACH OF CONFIDENTIALITY, THE CULPABLE PARTY'S TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY REVENUE BILLED UNDER THIS AGREEMENT PRIOR TO THE CLAIM(S) ARISING HOWEVER, IN NO EVENT SHALL THE AFORESTATED APPLY TO ANY INDEMNITY OBLIGATIONS OF EITHER PARTY ARISING HEREIN

EXCEPT FOR A PARTY'S INTENTIONAL OR GROSSLY NEGLIGENT MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY (REGARDLESS OF WHETHER SUCH INTELLECTUAL PROPERTY IS LICENSED TO, OWNED BY, OR OTHERWISE CONTROLLED BY, THE OTHER PARTY) AND ANY DAMAGES, FINES OR PENALTIES INCURRED BY THE OTHER PARTY TO THE EXTENT THE SAME ARE INCURRED BY THE OTHER PARTY AS A RESULT OF DATA, INFORMATION, OR OTHER MATERIAL PROVIDED BY, OR ON BEHALF OF A PARTY FOR USE IN PERFORMANCE OF THE WORK OR OTHER SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. NO PROVISION OF THIS AGREEMENT OR ANY EXHIBIT SHALL BE CONSTRUED AS LIMITING A CLAIM BY EITHER PARTY AGAINST THE OTHER PARTY ARISING OUT OF THE OTHER PARTY'S INTENTIONAL MISCONDUCT, OR LIMITING THE DAMAGES ARISING THEREFROM.

5 10 Assignment and Subcontracting Neither party may assign or otherwise transfer this Agreement, in whole or in part without the prior written consent of the other, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TransUnion may assign or transfer this Agreement to a wholly-owned subsidiary or in the event of a purchase of substantially all of TransUnion's assets or in the event of a corporate form reorganization (e.g., LLC to C-Corporation), and Subscriber may assign or transfer its rights and/or obligations under this Agreement to any Affiliate of Subscriber identified on Exhibit A hereto. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TransUnion under this Agreement, provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.

5 11 No Waiver No failure or successive failures on the part of either party, its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors and permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.

5 12 Independent Contractors This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever, between TransUnion and Subscriber. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.

5 13 Construction and Severability All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5 14 Force Majeure Neither party shall be liable to the other for failure to perform or delay in performance

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under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God, strikes (other than any strike within the control of the party seeking the protection of this provision), boycotts or other concerted acts of workers, failure of utilities, laws, regulations or other orders of public authorities, military action, state of war, acts of terrorism, or other national emergency, fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.

5.15 Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, at TransUnion's sole cost and expense, audit Subscriber's policies, procedures and records pertaining to the Services provided under this Agreement, to ensure compliance with this Agreement, upon reasonable notice and during normal business hours. TransUnion shall maintain the confidentiality of Subscriber's policies, procedures, and records (collectively, the "materials") unless the materials reveal a violation of Agreement and such materials are, in the sole opinion of TransUnion, necessary for TransUnion defense any legal or regulatory proceeding arising from Subscriber's breach of this Agreement.

5.16 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law.

5.17 Notices. All notices and requests in connection with this Agreement will be given as of the day they are received, either by messenger, delivery service, or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, and addressed to Subscriber or to TransUnion, at the address in the opening paragraph of this Agreement or as otherwise specified in an applicable exhibit. To be effective, both parties' notice must also include a separate copy of the notice specifically sent to the attention of the following: in the case of Subscriber, T-Mobile's Legal Department, at the following address: T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, ATTN: General Counsel, or, in the case of TransUnion, TransUnion's Legal Department, at the following address: TransUnion LLC, 555 West Adams, Chicago, IL 60661, ATTN: General Counsel.

5.18 Advertising and Use of Trademarks. Neither Subscriber nor TransUnion shall use, distribute, or disclose, any material including, but not limited to, all advertising, promotion, or publicity in which any trade names, trademarks, service marks, and/or logos (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"), unless the other party provides its written approval in advance. Such party, from whom approval is being requested, will not unreasonably withhold its approval. Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, either (i) the correction or deletion of any misleading, false or objectionable material from any Materials, (ii) a separate licensing agreement for the use of the Marks, or (iii) both (i) and (ii) herein. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that (i) the other party's Marks are and shall remain the sole properties of the other party, (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks, and (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, without the prior written approval of Subscriber, TransUnion shall have the right to disclose to third parties Subscriber's marks in consumer credit reports containing Subscriber's account information.

5.19 FTC Notices. By signing this Agreement, Subscriber acknowledges receipt of a copy of the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Federal Trade Commission's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA."

5.20 Authority to Enter Into Agreement. As to Subscriber, any agreement, amendment, or exhibit to this Agreement may be validly executed only by a duly authorized officer of T-Mobile USA, Inc. holding the position of a Vice President or higher. Any other execution of an agreement and/or amendment will be void and of no effect. As to TransUnion, any agreement, amendment or exhibit to this Agreement may be validly executed only by a duly authorized officer of TransUnion.

5.21 Compliance with Law, Export Regulations. Each party hereto shall be responsible for compliance with all applicable legislation, regulations and judicial actions, as now or as may become effective, to which it is subject. Company acknowledges its obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

5.22 Intellectual Property Rights. Except solely as explicitly set forth in this Agreement or to the extent otherwise required for a party's performance under this Agreement, nothing in this Agreement shall be construed,

by implication or otherwise, to grant any right or license to a party under any patent, invention, copyright, or any other intellectual property right, now or hereafter owned, controlled by, or licensed to, the other party

523 **Entire Agreement.** THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE "AGREEMENT FOR PRESCREENED NAMES AND ATTRIBUTES," DATED JANUARY 13, 2002, AND THE "AGREEMENT FOR TRANSUNION SERVICES," DATED JANUARY 30, 2002. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION

\* \* \*

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Master Agreement for Consumer Reporting and Ancillary Services to be executed by their duly authorized representatives. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

**TRANS UNION LLC**

By [Signature]  
TransUnion Representative

Michael E. HANSTON, CVP  
Name and Title of Signer (please print)

8/29/08  
Date Signed

**T-MOBILE USA, INC.**

By [Signature]  
T-Mobile USA Inc Representative

David Maxwell, VP, Accounting, Tax + Fin Ops  
Name and Title of Signer (please print)

8/29/08  
Date Signed

\_\_\_\_\_  
Subscriber Code Number Assigned

<b>Approved as to Form</b>	
Date:	<u>9-2-2008</u>
By:	<u>[Signature]</u>
<b>Law Department</b>	

T-Mobile Legal Approval By  
[Signature]



Effective Date \_\_\_\_\_  
 Subscriber Name: \_\_\_\_\_  
 Subscriber Code: \_\_\_\_\_

**EXHIBIT A**

**AFFILIATES**

Affiliates means, with respect to Subscriber, any entity at any time controlling, controlled by or under common control with such Subscriber, where such control means (a) for corporate entities, direct ownership of 51% or more of the stock or shares entitled to vote for the election of the board of directors or other governing body of the entity, and (b) for non-corporate entities, direct ownership of 51% or more of the equity interest. Subscriber has such Affiliates, as listed on this Exhibit A, which Affiliates are authorized by Subscriber to access TransUnion consumer credit reports and/or ancillary services under Subscriber's code(s) pursuant to the terms and conditions of the Master Agreement. Subscriber shall notify TransUnion in writing of any additions to or deletions from this Exhibit A. Subscriber represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates. Moreover, Subscriber represents and warrants that it shall insure that it has appropriate legal authority from each such Affiliate that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber certifies that all Affiliates participating under the Master Agreement shall be instructed as to their obligations under the Master Agreement, including but not limited to the certification of permissible purpose contained therein, if applicable. Therefore, Subscriber and each Affiliate shall be jointly and severally liable under the terms of this Agreement.

In the event Subscriber, or subsequently any Affiliate, assigns this Agreement to an Affiliate, then upon any and each such assignment, such assignee Affiliate hereby represents and warrants that it has the authority to assume all rights and obligations under this Agreement on behalf of itself and all other Affiliates listed below and that such assignee Affiliate further represents and warrants that it shall insure that it has appropriate legal authority from each of its Affiliates listed below that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber (or any such Affiliate, as applicable) shall promptly notify TransUnion in writing of any and each such assignment.

**Affiliate Name**

**Physical Address, City, State and Zip Code**

PRESENTLY NO AFFILIATES